



# ST. JOHN

## THE BAPTIST PARISH

1811  
~~1801~~ W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

CONTRACT BETWEEN  
ST. JOHN THE BAPTIST PARISH *Council*  
AND  
C.J. SAVOIE CONSULTING ENGINEERS, INC.

This Agreement is made and entered into on this 1st day of January, 2019 St. John the Baptist Parish Council, (hereinafter referred to as "Parish"), represented by (Natalie Robottom), Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and C.J. Savoie Consulting Engineers, Inc., P.O. Box Drawer R, Paincourtville, LA 70391 represented by C.J. Savoie or Clarence J. Savoie, III in accordance with the certificate of authority and/or corporate resolution attached hereto, hereinafter referred to as "Engineer" do hereby enter into this "Agreement" under the following terms and conditions.

### I. PURPOSE:

St. John the Baptist Parish St. John the Baptist Parish spends large sums of taxpayer dollars each year on engineering and construction projects. Although these projects are bid out as required by law, review of engineering plans and specifications by a third party insures Parish Officials that taxpayer dollars will be used wisely and they are getting the most for their dollars. Additionally, the Parish will benefit from other services to be provided by the Engineer as more fully set forth thereafter in the "Scope of Services".

## II. SCOPE OF SERVICES:

1. Prepare scope of work for engineering projects as requested Parish Administration for the purpose of allowing design engineering firms to submit professional qualification proposals for design of said Parish projects.
2. Evaluate fees charged by other engineering firms prior to execution of any additional engineering contracts.
3. Evaluate proposals submitted by engineering firms as requested by Administration and Council.
4. Assist the Parish as an expert witness in litigation, ~~when appertaining to CIVIL Engineering design.~~
5. Assist the Utilities Department with problems relative to Parish-wide sewerage and the Parish water treatment plants and distribution systems.
6. Prepare necessary documents, when requested, for minor utility relocations resulting from highway construction.
7. Assist the Parish in evaluating pump requirements, hydraulics, engineering calculations, etc. Investigate any problems with the many sewer lift stations throughout the Parish and make improvement recommendations as well as being in an advisory capacity should a failure occur with a pump or associated equipment.
8. Prepare applications for permits for minor drainage projects, recreational projects such as boat launches, and other permits that are required for Parish projects (i.e., State right-of-way permits).
9. Assist Parish in development and implementation of a Solid Waste program. This does not include preparation of plans and specifications.

10. Assist the Parish in direction for miscellaneous Utility or Public Works projects that Parish Directors may require assistance.
11. Assist the Parish in developing proper methods and procedures for street overlaying and road maintenance repairs as needed.
12. Attend Council meetings and Committee meetings when requested by either the Council or Administration.
13. Prepare written reports and recommendations on Parish projects that are being constructed in the Parish, when requested.
14. Assist the Public Utilities Director and the Public Works Director on in-house engineering matters.
15. Prepare cost estimates on in-house projects for budgeting purpose, as requested.
16. Monitor construction projects in progress when requested, review change orders, types of materials used, etc., in the posture of being a second opinion to the Parish. Such monitoring does not assume the design or inspection responsibilities for projects designed by other engineering consultants.
17. The Engineer shall prepare, annually, specifications and minimal sets of plans for each street or road being proposed by the Parish Public Works Department for reconstruction. The fee for completion of field measurements and design work shall be 9 percent of actual construction cost and these fees are separate and apart from the contracted monthly lump sum fee as stated in Section V, Compensation of This Contract. All street right of way shall be as provided by the Parish.



**III. AMENDMENTS AND LIMITATIONS ON SCOPE OF SERVICES:**

Engineer as defined herein shall not prepare plans and specifications for major construction projects as part of this contract unless a variance for such design work is authorized by a motion of the Parish Council for such design work in which such design work shall be completed under separate contract for additional compensation. The exception to this is Item 17 under Section II, Scope of Services; whereas, the Engineer shall prepare specifications and minimal road design plans for each Public Work's designated roads and be compensated based on a set percentage of actual Construction Cost. This agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

**IV. AUTHORIZATION TO ASSIGN PROJECTS AS PROVIDED FOR IN THE SCOPE OF SERVICES:**

The Parish President, Chief Administrative Assistant, Director of the various Parish Departments, and the Parish Council shall have exclusive authority to assign work under this contract.

**V. OWNERSHIP:**

All records, reports, documents, and other material delivered or transmitted to Engineer by the Parish shall remain the property of the Parish, and shall be returned to the Parish, at Engineer's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Engineer in connection with the performance of the services contracted herein shall become the property of the Parish, and shall, upon request, be returned at Engineer's expense, at termination or expiration of this Agreement.

**VI. COMPENSATION:**

The professional engineering services provided for in this contract will be performed by the engineer for a lump sum fee of one hundred forty-three thousand six hundred forty dollars (\$143,640.00) per year, payable in equal installments of eleven thousand nine hundred seventy dollars (\$11,970.00) per month for the years 2019 thru 2022 ending December 31, 2022. The Engineer shall submit monthly invoices to the Parish.

In addition to the lump sum fee, the Engineer shall be paid for Item 17, Section II of the Contract for separate hereby agreed services. These services include site field measurements and plan preparation for the Parish Annual Road Reconstruction as administered by the Parish's Public Works Department. All right of ways to be the responsibility of the Parish. The fee for this design work shall be nine (9) percent of the actual Construction Cost for each designated road to be reconstructed.

**VII. PAYMENT TERMS:**

Each monthly invoice shall be for the prior month's services and shall be submitted to the Chief Financial Officer, Robert Figuero, of the Parish no later than the tenth (10) day of succeeding month. The Parish shall pay invoices within thirty (30) days of receipt.

**VIII. MINIMUM OF WORK HOURS:**

For the lump sum provided for in this contract, the Engineer will provide an average minimum of one hundred five (105) hours per month of engineering services to the Parish. The Parish shall pay from the monthly installment the sum of one hundred-fourteen dollars and zero cents (\$114.00), per hour for all hours worked for a minimum of one hundred and five (105) hours per month for the years 2019 thru 2022 utilizing the included proration table.

A monthly report shall be submitted with each invoice documenting the hours worked on behalf of the Parish during the month covered by the invoice. All monthly reports shall be signed by the engineer.

The monthly compensation is for Professional Services rendered by the Engineer and his staff and is to be prorated per the Engineer and staff members as follows:

<u>MEMBER</u>	<u>CONTRACTOR</u>	<u>PRORATION</u>
Engineer	\$114.00/hour	1:1
Engineer Assistant	\$57.00/hour	1:2
Drafting/CAD Operator	\$38.00/hour	1:3
Clerical Person	\$28.50/hour	1:4

IX. TERM: *Travel time to and from St. John the Baptist Parish will not be included in computing the minimum of one hundred five (105) hours per month.*

The term of this agreement shall commence on January 1, 2019 and continue in full force and extend until December 31, 2022 unless earlier terminated in accordance with the Termination Article below. At the end of this term, and in any succeeding term, this agreement will automatically renew for one (1) additional year unless the Parish or Engineer decides not to renew, and provides the other with written notice to this effect at least thirty (30) days prior to expiration of the term.



**X. INSURANCE:**

The engineer shall furnish and keep in force at Engineer's sole expense, the following lines and types of insurance coverage. All coverages and types of insurance must be underwritten by carriers acceptable to the Parish.

**A. Professional Liability (insurance coverage with limits no less than)**

1. \$1,000,000 each occurrence
2. \$1,000,000 general aggregate
3. Parish shall be named as additional insured
4. Waiver of subrogation in favor of the Parish
5. 30 day Notice of Cancellation
6. Engineer may be required to review plans and specifications prepared or designed by other engineers or architects in accordance with Section II. However, the Engineer shall not be held liable or responsible for said engineers or architects design.

**B. Commercial General Liability (with limits no less than)**

1. \$1,000,000 each occurrence
2. \$2,000,000 general aggregate
3. \$1,000,000 products/completed operations
4. \$1,000,000 personal and advertising injury
5. \$5,000 medical payments
6. 30 days' notice of cancellation

In lieu of 1-5 the following will be acceptable:

7. \$1,000,000 CSL, B1 and PD (old form, no annual aggregate limit)

The Parish will be named additional insured and liability insurance must include coverage for the indemnity and hold harmless agreement between Engineer and the Parish.

C. Business Auto

1. \$1,000,000 CSL
2. Waiver of subrogation
3. 30 Days' Notice of Cancellation

The Parish will be named additional insured.

D. Workers' Compensation

1. \$500,000 E L Limit
2. Waiver of subrogation
3. 30 days of Notice of Cancellation
4. U S L & H coverage (on a if any basis will be acceptable)
5. All active owners / partners / officers must be included in coverage.

XI. INDEMNITY:

The Engineer shall save, hold harmless, and indemnify the Parish for any and all claims arising out of the negligence of the Engineer or the Engineer's agents or employees.

XII. CONTRACT TERMINATION:

This contract may be terminated at any time by either party by giving thirty days written notice.

The Parish may terminate this Agreement for cause based upon the failure of the Engineer to comply with the terms and/or conditions of this Agreement, provided that Parish shall give the Engineer written notice specifying the Engineer's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.



The Engineer may terminate this Agreement for cause based upon the failure of the Parish to comply with the terms and/or conditions of this Agreement, provided that Engineer shall give the Parish written notice specifying the Parish's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the Engineer will not be relieved of liability to Parish for damages sustained by Parish by virtue of any breach of this Agreement by the Engineer, and Parish may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due Parish from the Engineer is determined.

**XIII. SEVERABILITY:**

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be continued as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XIV. NON-ASSIGNMENT OF RIGHTS:**

Neither Owner nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

**XV. APPLICABLE LAW:**

This agreement shall be interpreted and constructed in accordance with, and shall be governed by the laws of Louisiana.

**XVI. DISCRIMINATION CLAUSE:**

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Engineer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Engineer agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

**XVI. VENUE:**

The exclusive venue for all civil actions arising under this agreement shall be St. John the Baptist Parish.

THUS done and signed this 23 day of January, 2019  
at LaPlace, Louisiana

Witnesses

Lathene Loombs  
Deanna Schenmyder

Natalie Robottom (w/ objections)  
Natalie Robottom  
Parish President  
St. John the Baptist Parish

Address for giving notices:  
~~1811~~ 1801 W. Airline Hwy.  
LaPlace, LA 70068

THUS done and signed this 7<sup>th</sup> day of January, 2019  
at LaPlace, LA 70068.

Witnesses

[Signature]  
Brittany

[Signature]  
C. J. Savoie, President  
C. J. Savoie Consulting Engineers, Inc.

Address for giving notices:  
P. O. Drawer R  
Paincourtville, LA. 70391

This contract was approved in excess of the budget amount for 2019. Additionally, it was drafted by the consultant & does not conform to the parish template; there protections for the parish are omitted.

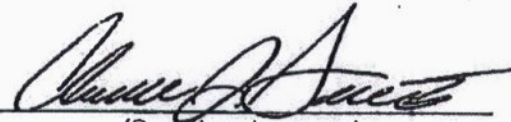


## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF THE BOARD OF DIRECTORS OF C.J. Savoie Consulting Engineers, INCORPORATED. At the meeting of directors of C.J. Savoie Consulting Engineers, Incorporated, duly noticed and held on September 14, 2018, a quorum being there present, on motion duly made and seconded. It was:

RESOLVED. That C.J. Savoie or Clarence J. Savoie, III, be and is hereby appointed constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said Corporation, and the same has not been revoked or rescinded.

  
(Secretary-treasurer)

Sept. 14 2018  
(Date)

(This form or other document which establishes Evidence of Agency in accordance with LA R.S. 38:2212 et. seq.)



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*January 23<sup>rd</sup>, 2019*

Division A  
Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

Division B  
Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

District I  
Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

District II  
Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

District III  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

District IV  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

District V  
Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

District VI  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

District VII  
Thomas Malik  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

***Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, January 22<sup>nd</sup>, 2019.***

***"Councilman Snyder moved and Councilman Perrilloux seconded the motion that the Parish President sign the contract with C. J. Savoie Consulting Engineers, Inc. tomorrow, January 23<sup>rd</sup>, by the Close of Business. The motion passed unanimously."***

### CERTIFICATION

***I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 22<sup>nd</sup> day of January, 2019.***

*January 23<sup>rd</sup> 2019*  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**